Effective January 2, 2026. This Master Services Agreement supersedes and replaces all prior versions.

# Master Services Agreement

This Master Services Agreement (the "MSA") is between Provider and the Client found on the applicable quotation, estimate, statement of work, proposal, or order (the "Order"), and, together with the Order, the terms and conditions, and relevant Service Attachments, forms the entire agreement between the parties (the "Agreement"). Client accepts the Agreement by signing an Order, using the services, or continuing to use the services after being notified of a change to the Agreement. If there is a conflict between the Order, the MSA, any Service Attachment, or exhibit, the Order will control.

**The parties agree as follows:**

## STATEMENT OF SERVICES

### Service Attachments

The services to be delivered by Provider (the "Services"), the fees for those Services ("Service Fees" or "Fees"), and the specific terms applicable to those Services are described in the Order and/or in one or more Service Attachments referencing the MSA.

Except for Supplemental Services or Project Services (described below), and unless otherwise agreed in writing, the services Provider will deliver to Client are limited to those Services specifically identified in the Order and described in the Service Attachments or Schedule of Services.

## FEES FOR SERVICES | PAYMENT TERMS

### Service Fees

Service Fees are set forth in an Order. Unless otherwise indicated in writing, all Services will be performed on a time-and-materials basis at Provider's then-current hourly rates.

### Adjustments to Service Fees

Except as may be specified in an Order, Provider may adjust the Service Fees charged under this Agreement as follows:

- **End-User or Network Growth**. During the term of an Order, if the number of Users or Devices in Client's environment or the Service or Equipment types or quantities to be covered within the scope of the Order exceeds the numbers, types or quantities previously ordered, Provider may automatically, without further notice to the Client, apply a pro rata adjustment to the total Service Fees. Client shall pay all Service Fees owed as they become due following any such adjustment.

  Similarly, during the term of an Order, if the number of Users or Devices in Client's environment or the Service or Equipment types or quantities to be covered within the scope of the Order is less than the numbers, types or quantities previously ordered, upon written request, Provider will apply a pro rata adjustment to the total Service Fees. Client shall pay all Service Fees owed as they become due following any such adjustment. However, under no circumstances may any such adjustments result in a number of Users or Devices in Client's environment or in any Service or Equipment

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types or quantities to be covered within the scope of the Order that is less than the numbers, types or quantities ordered at the time Client signed that Order.

"User" means Client's employees, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by Client (or by Provider upon Client's request). Users do not include any customers of Client or other third parties.

“Device” means any equipment included in the Services, whether owned by Client or provided by Provider for Client’s use, including, but not limited to computers, printers, servers, routers, and mobile or handheld microcomputers as well as the software necessary to operate such equipment.

- **Surcharges.** At any time after the parties sign an Order, Provider may adjust its rates and charges or impose additional rates and charges to recover tariffs or amounts required or permitted by governmental or quasi-governmental authorities to collect from others or pay to others in support of statutory or regulatory funds or programs. You shall pay all Service Fees owed as they become due following any such adjustment.

- **Rate Increases.** At any time after the parties sign an Order, Provider may elect to raise the Service Fees that it charges under that Order. If the increase by Provider for Service Fees is greater than ten percent (10%) annually, Provider shall give Client no less than thirty (30) days’ notice of any such increase in fees to be charged. Within 30 days, following Client’s receipt of such notice, Client may terminate the Order without incurring any additional charges or penalties, if any, that Client ordinarily would incur for such termination.

- **Third-Party Services.** Client understands and agrees that Provider uses third-party solutions and service providers to perform some or all of the managed services offered to Client (“Third-Party Service Providers”). **PROVIDER IS NOT RESPONSIBLE FOR THE ACTS OR OMISSIONS OF THIRD-PARTY SERVICE PROVIDERS. CLIENT’S RIGHTS REGARDING CLAIMS AGAINST THIRD-PARTY SERVICE PROVIDERS SHALL BE GOVERNED BY SUCH SERVICE PROVIDER’S END USER LICENSE AGREEMENT OR TERM AND CONDITIONS.** Provider’s current Third-Party Service providers and the governing terms and conditions related to those services are listed on the Schedule of Third-Party Services which may be updated by Provider without further notice to Client and is incorporated by reference as if fully set forth in this Agreement.

- **Off-Boarding.** Client’s cancellation, termination, or transition of the Services to Client’s control or to another service provider (“Off-Boarding”) may trigger a billable project. Any Off-Boarding projects will be subject to a separate Order , which will be billed at Provider’s then-prevailing rates.

- **Client Delay.** If Provider is unable to commence performance or delivery of the Services on the Service Start Date (defined below) because of any failure on Client’s part including but not limited the failure to provide access to Client’s resources in a timely manner, Client nonetheless will begin to incur Service Fees on the Service Start Date.

**Reimbursable Expenses**

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Client shall pay Provider's reasonable out-of-pocket expenses, including incremental third-party service fees, travel expenses, lodging, meals, or other similar expenses, which may be incurred by Provider in performing theServices.

**Payment Terms**
Client shall pay the full amount reflected on any invoice as owed to Provider on or before the due date listed on the invoice (the "Payment Deadline"). Client shall pay a late charge of one- and one-half percent (1.5%) per month or the maximum lawful rate, whichever is less, for all invoiced amounts not paid by the Payment Deadline.

If Client disputes in good faith all or any portion of the amount owed, or if Client otherwise requests any adjustment to an invoiced amount, Client must notify Provider in writing, prior to the Payment Deadline, of the nature and basis of the dispute and/or adjustment. If the parties are unable to resolve the dispute prior to the Payment Deadline, Client nevertheless shall pay the entire invoiced amount by the Payment Deadline. If Provider ultimately determines that such amount should not have been paid, Provider shall apply a credit equal to such amount on against any Service Fees owed for the following month.

Special rates may apply for services requested outside of Provider's normal business hours or on statutory holidays observed by Provider. Unless indicated otherwise in an Order, special rates are one-and-one-half (1.5) times normal hourly rates, with a one- hour minimum and Holiday rates are two (2) times normal hourly rates, with a one-hour minimum.

**Suspension of Service**
If Client fails to pay all amounts owed under this Agreement when due, then upon at least ten (10) business days' prior written notice, and in addition to any other remedies available to Provider, Provider may, at its sole discretion, suspend Services (with the exception of those necessary to fulfill Provider's obligations under applicable data protection and privacy laws with regard to personal information) until full payment is made. Following any suspension of service under this provision, and after Client makes full payment to Provider, Provider may restore the Services after validating that all components to be monitored and/or managed under any applicable Order or Service Attachment comply with Provider's level of security, updates and best practices.

Client shall pay a "Reactivation Fee" for such restoration equal to the total amount of Services Fees billed to the Client during the previous thirty (30) days. Provider's right to suspend Services under this section is in addition to Provider's right to terminate this Agreement.

**Taxes**
Unless otherwise indicated on an invoice, all charges and fees owed under this Agreement are exclusive of any applicable sales, use, excise or services taxes that may be assessed on the provision of the Services. In the event that any taxes are assessed on the provision of any of the Services, Client shall pay the taxes directly to the taxing authority or shall reimburse Provider for their payment.

## TERM AND TERMINATION

**Term**
This MSA shall commence upon the Order Effective Date of the first Order signed by the Client, and it will remain in effect until either party terminates it as permitted below (the

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"Term").

**Termination**
Either party may terminate this MSA for any reason or no reason upon at least sixty (60) days advance written notice given to the other party. However, termination of this MSA will not, by itself, result in the termination of any Order or Service Attachments, and this MSA will remain in effect notwithstanding any notice of termination unless and until all Orders and/or Service Attachments are terminated or expire according to their terms.

**INDEPENDENT CONTRACTOR**
Unless otherwise agreed, Provider will perform all Services solely as an independent contractor and not as an employee, agent or representative of Client.

**INTELLECTUAL PROPERTY RIGHTS**

**Provider Works**
Unless specifically identified in an Order, any and all materials of a proprietary nature, including, but not limited to, material subject to protection as Confidential Information (as described below), trade secrets or material that is patentable or copyrightable regardless of medium, created or developed by Provider for Client , either solely or jointly with another or others during the Term in connection with the rendering of Services hereunder or which relates to or is capable of use in connection with or any services or products owned, offered, performed, produced, used, sold or being developed by Provider is to be considered a "Provider Work," and is and will remain the sole, exclusive property of Provider. To the extent any Provider Work for any reason is determined not to be owned by Provider, Client hereby irrevocably assigns and conveys to Provider all of its rights in such Provider Work including but not limited to all of its patent, copyright, trade secret, know-how and other proprietary and associated rights.

**License to Provider Works**
If any Provider Work is located on hardware or equipment owned by Client, Provider hereby grants Client a limited, non-exclusive, revocable, non-sublicensable, royalty-free license to use any Provider Work during the Term of this Agreement ("Limited License"). The Limited License will be immediately and automatically revoked without the need for notice in the event that either party terminates the Services or this Agreement.

**License Restrictions**

Client shall not:

- Modify, copy or create derivative works based on the Services or on the Provider Works;
- Build a product or service using similar ideas, features, functions or graphics of the Service or Provider Works, or
- Copy any ideas, features, functions or graphics of the Service or Provider Works.

Additional license restrictions may be set forth in the Service Attachments.

**Improvements to Services**

Client hereby assigns to Provider any and all right, title, and interest in any suggestions, ideas, concepts, improvements, modifications, enhancement requests, feedback, recommendations or

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other information provided by Client or Client's Users relating to any proposed improvements of or modifications to the Services or Provider Work.

## NON-DISCLOSURE AND CONFIDENTIALITY

### Confidential Information

During the course of performance under this Agreement, either party may be exposed to or may acquire the other's proprietary or confidential information. Each party shall hold all such "Confidential Information" (as defined below) in strict confidence and shall not disclose any such Confidential Information to any third party. The receiving party agrees to limit its internal disclosure of Confidential Information only to those of its employees or agents who need to know such information and who have signed a written agreement with the receiving party binding them to terms and conditions substantially similar to those of this Agreement.

Confidential Information includes but is not limited to: (a) with respect to Provider, Provider's unpublished prices for Services, audit and security reports, server/network configuration designs, firewall and other hardware configurations, passwords, all business plans, technical information or data, product ideas, methodologies, calculation algorithms and analytical routines, and other proprietary technology, (b) with respect to Client, content transmitted to or from, or stored by Client on, Provider' servers, and (c) with respect to both parties, any other information in any and all medium disclosed, including, without limitation, data, technology, know-how, inventions, discoveries, designs, processes, formulations, models, equipment, algorithms, software programs, documents, systems, specifications, information concerning research and development work, prices, proposed transaction terms and other commercial information and/or trade and business secrets .

All obligations of the parties hereto with respect to the Confidential Information shall survive any termination of this Agreement and shall remain in full force and effect for a period of five (5) years following the disclosure of such Confidential Information, with the exception of Confidential Information that constitute trade secret, which shall be kept confidential indefinitely until it ceases to be trade secret.

### Non-Confidential Information

Notwithstanding the preceding provision, Confidential Information does not include:

- Information that at the time of disclosure is, without fault of the recipient, available to the public by publication or otherwise;
- Information that either party can show was in its possession at the time of disclosure and was not acquired, directly or indirectly, from the other;
- Information that was or is independently developed by the recipient without use of the Confidential Information disclosed by the other party;
- Information received from a third party with the right to transmit same without violation of any secrecy agreement with the other party; and
- Information that must be disclosed pursuant to court order or by law, provided however, that if the recipient receives a subpoena or similar document requiring it to disclose the Confidential Information, the recipient shall promptly notify the other party so that such party can take

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appropriate action to suppress the disclosure of its Confidential Information or else ensure that its Confidential Information is disclosed under confidentiality provisions only.

**Agreement Confidentiality**
No copy of the Order, this MSA, any Service Attachment or description, discussions, negotiations, terms or conditions relating to the Order, the MSA, Service Attachment, or any other information relating to the Order, this MSA, or any Service Attachment may be disclosed to any third party, except by reason of legal, accounting or regulatory requirements, without the prior written consent of the parties hereto.

**Information Releases**
Notwithstanding the preceding provisions, Provider may publicly refer to Client, orally and in writing, as a Client of Provider. Any other reference to Client by Provider may be made only pursuant to a written agreement between the parties.

## PROVIDER-SUPPLIED EQUIPMENT

"Equipment" means any computer, networking or telephony equipment, racking, or associated hardware or other equipment (if any) that Provider installs on Client's premises or that Provider ships to Client's location to facilitate the delivery of Services. Equipment does not include any hardware or Devices that Provider may sell to Client or that Provider procures on Client's behalf.

Provider is and will remain the sole owner of any Equipment, which is provided on a rental or temporary basis only. This Agreement transfers to Client no Equipment ownership rights of any kind.

Provider retains sole discretion to determine the appropriate Equipment and associated software and/or technology, if any, to be used at Client's location, provided that Provider's determination does not materially impair the availability or delivery of Services under this Agreement. Provider also retains sole discretion to determine the necessity of maintenance, repairs and/or improvement of the Equipment.

Except as otherwise may be specified in an applicable Order or Service Attachment, Provider makes no independent representations or warranties with respect to the Equipment. Any third-party warranties are Client's exclusive remedies with respect to such Equipment. In the event of an Equipment malfunction, Provider will take commercially reasonable steps to ensure that Client receives the benefit of any manufacturer warranties applicable to the Equipment in use at Client's location.

Client shall take reasonable care of the Equipment and shall not damage it, tamper with it, move or remove it, attempt to repair it, or attempt to install any software on it. Client is financially responsible, up to the full replacement value of all Equipment, for all damage to or loss of the Equipment used at Client's location, other than loss or damage caused by Provider.

In addition, Client shall obtain and maintain insurance with a reputable insurer for the full replacement value of the Equipment. Such policy or policies of insurance must cover the Equipment against loss or damage (including, without limitation, accidental loss or damage) and must name Provider as an insured beneficiary with respect to the Equipment. Upon demand, Client must produce evidence that such insurance is being maintained and is valid.

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Client is responsible for providing the necessary power, network connection and appropriate environment to support the Equipment.

Client shall not remove any sign, label or other marking on the Equipment identifying Provider as the owner of the Equipment. Client does not acquire and will not acquire any rights of ownership in the Equipment by virtue of this Agreement, and Client does not have and will not have, by operation of law or otherwise, any lien or other similar right over or in relation to the Equipment.

On termination of any Agreement pursuant to which Client obtained any Provider-owned Equipment, Client shall allow Provider and its employees and contractors reasonable access to its premises to remove the Equipment. Alternatively, upon Provider's request, Client shall return the Equipment to Provider via the carrier of Provider's choice, for which Provider will pay all applicable shipping charges.

## PROVIDER-SUPPLIED SOFTWARE

"Software" means all and any software installed on the Equipment or provided by Provider for installation on Client's computer equipment to facilitate the delivery of the Services.

This Agreement does not transfer any right, title, or interest in the Software to Client. Client's use of the Software is contingent upon its acceptance of and is subject to all applicable terms of any end-user license agreement pertaining to the Software, a copy of which will be made available to Client, upon request.

You shall not, and shall not permit any third party, to:

- distribute or allow others to distribute copies of the Software or any part thereof to any third party,
- tamper with, remove, reproduce, modify or copy the Software or any part thereof,
- provide, rent, sell, lease or otherwise transfer the Software or any copy or part thereof or use it for the benefit of a third party, or
- reverse assemble, reverse compile or reverse engineer the Software or any part thereof, or otherwise attempt to discover any Software source code or underlying proprietary information except as may be permitted by law.

## CLIENT COVENANTS AND OBLIGATIONS

### Assistance

Client shall provide in a timely and professional manner, and at no cost to Provider, assistance, cooperation, complete and accurate information and data, equipment, access to applicable locations, sites, computer and telecommunications facilities, networks, firewalls, servers, programs, files, documentation, passwords, a suitable work environment, and other resources requested by Provider to enable it to perform the Services (collectively, "Assistance"). Provider shall not be liable for any deficiency in performing the Services if such deficiency results from Client's failure to provide full Assistance as required hereunder. Assistance includes, but is not limited to, designating a responsive project manager or contact person to interface with Provider during the course of Services ("Primary Client Contact")

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### Software Licensing

Unless specifically otherwise agreed to in an applicable Order, Client represents and warrants

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that Client has title to or has a license or the right to use or modify the software it provides and has a license or right to permit Provider to use, access or modify any software that Client has requested Provider to use, access or modify as part of the Services.

It is Client's responsibility to independently ensure that **ALL** software in use by Client is properly licensed, and Client agrees to maintain records of applicable licenses. Provider will not promote the use of, or knowingly support software which is not properly licensed by Client.
Assistance with software audits or licensing compliance matters are billable at Provider's then-prevailing hourly rates.

**Unsupported Software**
Provider shall not be responsible or liable to Client for any consequences from the use of software no longer under manufacturer product support or no longer supported by the software publisher ("Unsupported Software"). **THEREFORE, CLIENT AGREES TO HOLD PROVIDER HARMLESS FROM ANY LOSS, INJURY OR DAMAGE TO CLIENT OR ANY HARDWARE, SOFTWARE, AND/OR COMPUTER DATA OF CLIENT CAUSED BY ANY USE OF UNSUPPORTED SOFTWARE.**

**Provider Access**
Client shall supply Provider necessary access to its information, data, personnel, appropriate documentation and records and facilities in order for Provider to timely perform the Services.

Broadband Internet access must be provided. Appropriate cabling to all covered computers and Devices must be provided. Appropriate air conditioning and ventilation for all covered computers and Devices must be provided, in order to maintain temperature and air quality as specified by the applicable hardware manufacturers. Power surge protection must be provided for all covered computers and Devices. Provider must be allowed convenient and timely access to the Devices and equipment covered under this Agreement, adequate working space and facilities within a reasonable distance of the Devices and equipment, and access to and use of all information, internal resources, and facilities determined necessary to service the Devices and equipment.

Client may be required to conduct preliminary diagnostic steps or provide additional information related to a support request, prior to a technician being dispatched to Client's facility. Client must agree to assign one employee to be liaison or contact person to Provider in order to make communications between both parties effective.

**Remote Access**

Provider must be provided with remote access (via VPN or other reasonable remote access) to Devices and covered Equipment.

Client grants to Provider the explicit right to remotely access Client's network systems without the need to obtain expressed permission or consent each time remote access is established.

**Third-Party Service Provider Fees**
Unless expressly undertaken by Provider in writing, Client is responsible for any Third-Party Service Provider service fees, charges and to arrange for disconnection or termination and payment of charges related to the disconnection or termination of any related services with Client's current carrier(s) or service provider(s).

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**Network Security and Malicious Events**
Unless specifically otherwise agreed to in this Agreement or in an applicable Order, it is Client's sole responsibility to determine and take whatever actions it deems necessary to make Client's data and voice networks and circuits secure from unauthorized access. A hardware firewall must be in place. Wireless data traffic in the environment must be securely encrypted. Provider is not responsible for the security of Client's network, data, and circuits from third parties, or for any damages that may result from any unauthorized access to Client's network.

Client has an affirmative obligation to protect Client's network environment and data, and to train its employees for spam, malware, phishing, virus protection, and prevention from criminal acts of third parties. **Provider is not responsible for criminal acts of third parties, including but not limited to hackers, phishers, crypto-locker, and any network environment subject to ransom.**

If a security system for Client's network is included within the Services, Provider agrees to use commercially reasonable efforts to protect Client's network from malicious attack by computer viruses, computer worms and/or computer hackers (collectively, "malicious activities"). However, Client understands that no security system can guarantee complete protection against malicious activities as such attacks often involve the intentional action by third parties to invade and injure computer systems. **THEREFORE, UNLESS CAUSED BY PROVIDER'S NEGLIGENCE OR WILLFUL MISCONDUCT, CLIENT AGREES TO HOLD PROVIDER HARMLESS FROM ANY LOSS, INJURY OR DAMAGE TO CLIENT OR ANY HARDWARE, SOFTWARE, AND/OR COMPUTER DATA OF CLIENT CAUSED BY SUCH MALICIOUS ACTIVITIES.**

**Third-Party Criminal Activity**
Provider is not responsible for criminal acts of third parties, including but not limited to intrusions or unauthorized access of any kind, hackers, phishers, crypto-locker, and any network environment subject to ransom. **CLIENT AGREES TO HOLD PROVIDER HARMLESS FOR ANY ACTIVITY AFFECTING NETWORK SECURITY ON CLIENT'S ENVIRONMENT RELATED TO THIRD-PARTY CRIMINAL ACTIVITY, NETWORK SECURITY OR PRIVACY.** Any costs or fees to rebuild or service machines will be billed at Provider's then-prevailing hourly rates.

**Theft of Service**
Client shall notify Provider immediately, in writing, by electronic mail or by calling Provider customer support line, if Client becomes aware at any time that the Services are being stolen or used fraudulently. Failure to do so in a timely manner may result in the immediate termination of the Services and additional charges to billed to Client. Client will be liable for all use of the Service using Equipment stolen from Client and any and all stolen Service or fraudulent use of the Services. Credits will not be issued for charges resulting from fraud that arises out of third parties hacking into any Equipment. This includes, but is not limited to, modem hijacking, wireless hijacking or other fraud arising out of a failure of Client's internal/corporate procedures. Provider will not issue credit for invoiced charges for fraudulent use resulting from Client's negligent or willful acts or those of an authorized user of Client's service. **THEREFORE, CLIENT AGREES TO HOLD PROVIDER HARMLESS FROM ANY LOSS, INJURY OR DAMAGE TO CLIENT OR ANY THEFT OF SERVICE AND OR CLIENT CAUSE BY SUCH THEFT OF SERVICE.**

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**Hardware Equipment**
Client equipment must be in working order and maintained under a manufacturer's warranty or maintenance contract. Provider is not responsible for client equipment that is not maintained under manufacturer's warranty or maintenance contract or that is otherwise out of order. All Service Fees assume equipment is under manufacturer's warranty or maintenance contract or is in working order.

Provider in its reasonable opinion and supported by manufacturer information, may designate certain equipment as obsolete or defective, and therefore exclude it from coverage under this Agreement.

**Physical Security**
Client is responsible for the physical security of its on-premises hardware and software systems.

**Independent Backup**
Unless specifically otherwise agreed to in an applicable Order or Service Attachment, Client must maintain an independent backup of all files and data that are sent to either the cloud or a data backup service. A backup solution must be in place, with backup copies stored off-site. It is the Client's responsibility to verify that backups are made regularly, as well as the integrity of the backups. Unless caused by Provider's gross negligence or willful misconduct, Provider shall not be held liable in the event of data loss, backup software failure, backup selection, backup hardware failure, backup media failure, or backup system failure even in the event that Provider was tasked to perform the backups. Client will be solely responsible for all lost data.

**Malware**
An anti-malware solution must be in place, updated, with valid update subscription. Provider is not responsible for any harm that results from Client's access to third-party application programming interfaces or the executing, transmitting, or enabling operation of malicious code or similar occurrences, including without limitation, disabling devices, drop dead devices, time bombs, trap doors, Trojan horses, worms, viruses and similar mechanisms. Any costs or fees to rebuild or service machines are provided and sold separately by Provider.

**Hardware and Software Configurations**
All hardware and software configurations implemented by Provider shall belong to Provider, and shall constitute Provider's Confidential Information.

**Client Data Security & Privacy**
In addition to its other confidentiality obligations under this Agreement and/or an applicable Service Attachment, Provider shall not use, edit or disclose to any party other than Client any Client Data (defined below), except as otherwise requested by Client, or required by court order or applicable law. For purposes of this provision, all data stored on the virtualized machines assigned to Client, including locally stored personal data of individual employees, will be considered Client Data by Provider.

As between Provider and Client, all Client Data is owned exclusively by Client. Client Data constitutes Confidential Information, and shall be protected as such. Provider may access Client's User accounts, including Client Data, solely to respond to service or technical problems or otherwise at Client's request.

**Security and Regulatory Recommendations**
Although it is under no obligation to do so, from time to time, Provider may make

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recommendations regarding regulatory compliance, safety and security related to Client's network and practices (e.g., multi-factored authentication). If Client fails to adopt or implement the recommended protocols, Client is responsible for any and all damages related to regulatory, security, privacy, or data protection breaches, including but not limited to fines, data breach reporting and notifications, malware or ransomware costs, restoration, forensic investigation, restoring backups, or any other costs or damages related to Client's refusal to implement the recommended protocols.

**Password-Management Services**
If Provider provides password management services to Client, Client shall be responsible and liable for any unauthorized use of passwords. **THEREFORE, CLIENT AGREES TO HOLD PROVIDER HARMLESS FROM ANY LOSS, INJURY OR DAMAGE TO CLIENT OR ANY THEFT OF PASSWORDS CAUSED BY SUCH USE OF THE PASSWORD SERVICES BY CLIENT UNLESS SUCH LOSS, INJURY OR DAMAGE TO CLIENT OR ANY THEFT OF PASSWORDS IS CAUSED BY THE GROSS OR INTENTIONAL FAULT OF PROVIDER.**

**Artificial Intelligence**
Client uses artificial intelligence ("AI") services or tools at its own risk. Provider is not responsible for any Client use of AI.

Provider may, at its discretion, use AI tools, systems, or services in connection with the delivery of the Services. AI may be used to enhance efficiency, automate tasks, analyze data, or support service delivery. Client acknowledges that AI outputs may not be accurate or reliable. Provider is not responsible for results or outcomes of AI use.

## PROVIDER REPRESENTATIONS AND WARRANTY

**Internal Network Security Compromise Policy**
Provider monitors the availability and performance of its internal firewall and network security. This process involves monitoring for intrusion attempts and potential security breaches. In order to minimize a possible compromise of security, all services and applications exposed to the Internet on Provider's servers are updated with all commonly available security hotfixes and best practices. As appropriate, Provider proactively evaluates, investigates and reports security-related incidents to the appropriate authorities. Provider also monitors and proactively manages the anti-virus protection of its servers and applications using industry-recognized anti-virus software systems.

**Service Warranty**
Provider warrants that the Services will be performed in a professional and workmanlike manner and as described in an applicable Service Attachment or Schedule of Services. All Services will be deemed to be accepted unless Client notifies Provider in writing within ten (10) working days after performance that the Services did not conform to this warranty. Provider promptly will correct any non-conformities and will notify Client in writing that the non-conformities have been corrected.

## DISCLAIMER OF WARRANTY

**PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT PROVIDER WILL CORRECT ALL SERVICES ERRORS, OR THAT THE SERVICES WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS, OR THAT THE SERVICE WILL BE COMPLETELY SECURE. THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE TEMPORARY LOSS OF**

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**SERVICE AVAILABILITY. PROVIDER IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM CLIENT'S CONTENT OR THIRD-PARTY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES. PROVIDER SHALL HAVE NO OBLIGATION WITH RESPECT TO A WARRANTY CLAIM (i) IF NOTIFIED OF SUCH A CLAIM AFTER THE WARRANTY PERIOD OR (ii) IF THE CLAIM IS THE RESULT OF THIRD-PARTY HARDWARE OR SOFTWARE FAILURES, OR THE ACTIONS OF CLIENT OR A THIRD PARTY.**

**FOR ANY BREACH OF THE SERVICES WARRANTY, CLIENT'S EXCLUSIVE REMEDY AND PROVIDER'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF PROVIDER CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, CLIENT MAY END THE DEFICIENT SERVICES AND PROVIDER WILL REFUND TO CLIENT THE FEES FOR THE TERMINATED SERVICES THAT CLIENT PRE-PAID TO PROVIDER FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION.**

**TO THE EXTENT NOT PROHIBITED BY LAW, CLIENT ACKNOWLEDGES THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS BY PROVIDER OR ANY THIRD-PARTY VENDORS' INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THAT PROVIDER AND THOSE THIRD-PARTY VENDORS DISCLAIM ANY AND ALL LIABILITY, WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL, ARISING FROM THE SERVICES.**

**PROVIDER MAY LINK TO OR OFFER THIRD-PARTY SERVICES FOR RESALE. ANY PURCHASE, ENABLING, OR ENGAGEMENT OF THIRD-PARTY SERVICES, INCLUDING BUT NOT LIMITED TO IMPLEMENTATION, CUSTOMIZATION, CONSULTING SERVICES, E-MAIL, WEB HOSTING, SERVER HOSTING, PHONE SERVICE, AND ANY EXCHANGE OF DATA BETWEEN CLIENT AND ANY THIRD-PARTY SERVICE, IS SOLELY BETWEEN CLIENT AND THE APPLICABLE THIRD-PARTY SERVICE PROVIDER AND IS SUBJECT TO THE TERMS AND CONDITIONS OF SUCH THIRD-PARTY PROVIDER. PROVIDER DOES NOT WARRANT THIRD-PARTY SERVICES AND IS NOT RESPONSIBLE OR LIABLE FOR SUCH SERVICES OR ANY LOSSES OR ISSUES THAT RESULT FROM CLIENT'S USE OF SUCH SERVICES. IF CLIENT PURCHASES, ENABLES OR ENGAGES ANY THIRD-PARTY SERVICE FOR USE IN CONNECTION WITH THE SERVICES, CLIENT ACKNOWLEDGES THAT PROVIDER MAY ALLOW THIRD-PARTY SERVICE PROVIDERS TO ACCESS CLIENT DATA USED IN CONNECTION WITH THE SERVICES AS REQUIRED FOR THE INTEROPERATION OF SUCH THIRD-PARTY SERVICES WITH THE SERVICES. CLIENT REPRESENTS AND WARRANTS THAT CLIENT'S USE OF ANY THIRD-PARTY SERVICE SIGNIFIES CLIENT'S INDEPENDENT CONSENT TO THE ACCESS AND USE OF CLIENT'S DATA BY THE THIRD-PARTY SERVICE PROVIDER, AND THAT SUCH CONSENT, USE, AND ACCESS IS OUTSIDE OF PROVIDER'S CONTROL. PROVIDER WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY DISCLOSURE, MODIFICATION OR DELETION OF DATA RESULTING FROM ANY SUCH ACCESS BY THIRD-PARTY SERVICE PROVIDERS.**

**COMPLIANCE WITH LAWS**

Provider shall comply with all laws applicable to Provider in its role as a Managed IT Provider. For the avoidance of doubt, unless otherwise provided in a separate Data Processing Agreement ("DPA"), Provider is not responsible for complying with the laws applicable to Client or Client's industry. Client shall comply with all laws applicable to Client or in Client's industry.

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Although it is under no obligation to do so, from time to time, Provider may make recommendations regarding legal requirements and regulatory compliance protocols related to Client's network and practices. If Client fails to adopt or implement the recommended legal requirements or regulatory compliance protocols, Client is responsible for any and all damages related to legal and regulatory compliance. Even if Client does take Provider's advice regarding legal requirements and regulatory compliance protocols, Provider does not take responsibility for any legal requirements and regulatory compliance protocols or audits.

**NO HIRING**
During the Term of this Agreement and for twelve (12) months following termination of this Agreement, Client shall not solicit, hire, employ, or otherwise pay any employee or contractor of Provider with whom it has had contact in connection with the Services.

Each party acknowledges that injury resulting from any breach of this provision would be significant and irreparable and that it would be extremely difficult to ascertain the actual amount of damages resulting from such breach. Therefore, in the event of a violation of this provision, in addition to any other right the non-hiring party may have at law or in equity, Client shall make a one-time payment to Provider in the amount of one hundred percent (100%) of the payments to the employee or contractor over the previous twelve (12)-month period, which accurately reflects the reasonable value of the employee's or consultant's time and costs. The parties agree that such amount is not intended as a penalty and is reasonably calculated based upon the projected costs the injured party would incur to identify, recruit, hire and train suitable replacements for such personnel.

## DISPUTE RESOLUTION

**Arbitration Procedures**
Each party shall attempt to settle amicably by mutual discussions any disputes, differences, or claims related to this Agreement within sixty (60) days of the date any such dispute arises. Failing such amicable settlement, any such dispute, including claim related to the existence, validity, interpretation, performance, termination or breach of this Agreement, is to be settled by arbitration in accordance with the Arbitration Rules of the International Centre for Dispute Resolution (ICDR). The arbitration will be conducted in English and will have one (1) arbitrator. The Arbitrator will not have the authority to award punitive damages to either party. Each party will bear its own expenses. Any arbitration award will be final, and judgment thereon may be entered in any court of competent jurisdiction. The arbitration will be held in the city in which Provider's headquarters are located, or at another location upon which the parties may agree. Notwithstanding the foregoing, claims for preliminary injunctive relief, other pre-judgment remedies, and claims for Client's failure to pay for Services may be brought in a provincial or federal court in Canada with jurisdiction over the subject matter and parties.

**Continued Service**
Unless Provider is bringing an action for Client's failure to make payments for Services not otherwise in dispute, Provider will continue to provide Services under this Agreement, and Client shall continue to make payments to us, in accordance with this Agreement, during the period in which the parties seek resolution of the dispute.

**Attorneys' Fees**
In the event that there is any dispute, difference, or claim related to this Agreement that is resolved either through arbitration or through litigation, the prevailing party will be entitled to an award of reasonable attorneys' fees incurred while defending or prosecuting such dispute, difference, or claim.

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**INDEMNIFICATION**

**By Client**
Client shall defend, indemnify and hold Provider harmless against all costs and expenses, including reasonable attorney's fees, associated with the defense or settlement of:

- Any claim that Provider's use, access or modifications of any software that Client has requested that Provider use, access or modify as part of the Services infringes any patent, copyright, trademark, trade secret or other intellectual property right;
- Any claim related to software licensing and software licensing compliance; or
- Any claim related to any federal, provincial, or international law or regulation involving data privacy, data protection, or data breach to which Client is subject.

Client shall pay any judgments or settlements based on any such claims.

**By Provider**

Subject to the limitation of liability set forth in the section titled LIMITATION OF LIABILITY, Provider agrees to indemnify and hold Client harmless from and against all loss, liability, and expense including reasonable attorney's fees caused by Provider's:

- grossly negligent act, error, omission, or misrepresentation;
- breach of any contractual term implied by law concerning necessary quality, safety or fitness, or Provider's duty to use reasonable care and skill;
- other act, error or omission giving rise to civil liability arising out of business activities performed for Client.

Provider shall pay any judgments or settlements based on any such claims.

**LIMITATION OF LIABILITY**
**EXCEPT AS MAY BE DESCRIBED IN AN APPLICABLE ORDER, PROVIDER'S LIABILITY UNDER THIS AGREEMENT IS LIMITED TO ANY ACTUAL, DIRECT DAMAGES INCURRED BY CLIENT AND WILL NOT EXCEED THE GREATER OF (1) THE PROCEEDS OF ANY PROVIDER'S PROFESSIONAL LIABILITY INSURANCE MAINTAINED BY PROVIDER UNDER ITS APPLICABLE INSURANCE POLICIES, OR (2) THE AMOUNTS PAID BY CLIENT TO PROVIDER UNDER THIS AGREEMENT AND ALL RELEVANT ORDERS DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE ACCRUAL OF ANY SUCH CLAIM. IN THE EVENT OF AN INSURANCE COVERAGE DISPUTE, PROVIDER IS NOT REQUIRED TO DISPUTE THE COVERAGE DETERMINATION AND IS NOT REQUIRED TO FILE A DECLARATORY JUDGMENT ACTION.**

**IN NO EVENT IS EITHER PARTY TO BE HELD LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES OR CLAIMS, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST SAVINGS, LOST PRODUCTIVITY, LOSS OF DATA, LOSS FROM INTERRUPTION OF BUSINESS, LOSS OF PROGRAMS OR INFORMATION, AND THE LIKE THAT RESULT FROM THE USE OR INABILITY TO USE THE SERVICES OR FROM MISTAKES, THE SERVICES NOT MEETING CLIENT'S REQUIREMENTS OR EXPECTATIONS, OMISSIONS, TRANSLATIONS AND SYSTEM WORDINGS, FUNCTIONALITY OF FILTERS, MIGRATION ISSUES, INTERRUPTIONS, DELETION OF FILES OR DIRECTORIES, HARDWARE FAILURES, UNAVAILABILITY OF BACKUPS, ERRORS, DEFECTS, DELAYS IN OPERATION, TRANSMISSION, SECURITY BREACH, OR THIRD-PARTY SERVICE FAILURES, EVEN IF**

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**PREVIOUSLY ADVISED OF THEIR POSSIBILITY AND REGARDLESS OF WHETHER THE FORM OF ACTION IS IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, PROVIDER WILL NOT BE LIABLE FOR ANY KIND OF AUTHORIZED ACCESS OR ANY HARM THAT MAY BE CAUSED BY CLIENT'S ACCESS TO THIRD PARTY APPLICATION PROGRAMMING INTERFACES OR THE EXECUTION OR TRANSMISSION OF MALICIOUS CODE OR SIMILAR OCCURRENCES, INCLUDING WITHOUT LIMITATION, DISABLING DEVICES, DROP DEAD DEVICES, TIME BOMBS, LOGIC BOMBS, TRAP DOORS, TROJAN HORSES, WORMS, VIRUSES, HACKERS, PHISHERS, CRYPTO-LOCKERS, RANSOMWARE, AND SIMILAR MECHANISMS. CLIENT AGREES THAT THE TOTAL LIABILITY OF PROVIDER AND CLIENT'S SOLE REMEDY FOR ANY CLAIMS FOR DAMAGES REGARDING THE SERVICES UNDER THIS AGREEMENT, INCLUDING ANY SCHEDULE, OR OTHERWISE IS LIMITED TO PROCEEDS IN SECTION APPLICABLE INSURANCE COVERAGE.**

**CLIENT ACKNOWLEDGES AND AGREES THAT PROVIDER WOULD NOT ENTER INTO THIS AGREEMENT FOR THE CONSIDERATION GIVEN BY CLIENT BUT FOR THE LIMITATIONS OF LIABILITY AND DAMAGES CONTAINED IN THIS AGREEMENT. CLIENT ACKNOWLEDGES AND AGREES THAT THE RIGHT TO RECEIVE THE SERVICES IN EXCHANGE FOR THE LIMITATIONS IN THIS AGREEMENT AND THE OTHER CONSIDERATION GIVEN BY CLIENT FOR THE SERVICES CONSTITUTES A BARGAIN THAT IS FAIR AND REASONABLE.**

**INSURANCE**

Client Obligations: Client shall maintain during the Term a minimum of One Million Dollars (CAD $1,000,000) in insurance coverage through its respective carriers. Such insurance must include, at a minimum, commercial general liability, workers compensation coverage, and first-party cyber liability.

Provider Obligations: Provider agrees to maintain during the Term, professional liability insurance including errors and omissions with aggregate limits of at least One Million Dollars (CAD $1,000,000). Client's insurance shall be primary over Provider's insurance. Client agrees to waive and to require its insurers to waive any rights of subrogation or recovery they may have against Provider, its agents, officers, directors and employees.

Upon request by Client, Provider may assist Client with: 1) the preparation of applications for insurance; or 2) provide technical assistance to Client in connection with providing information for the underwriting of insurance. Client acknowledges and agrees that Client is solely responsible for reviewing the information for accuracy and Client will be solely responsible for adverse actions taken by insurance carriers in connection with underwriting or claims administration.

**DATA PRIVACY & PROTECTION**

**Client Data**

Provider agrees that any electronic data or personal information submitted by Client to Provider as a part of the Service ("Client Data") remains the property of Client and/or its end user or other third party. Provider agrees that it will comply with all applicable Canadian data privacy and data security laws that the Services are subject to and as stated herein.

Provider agrees that it will comply with all federal, provincial, state, and foreign privacy, data privacy, data security, and anti-spam laws, and regulations (collectively "Privacy and Data Laws") applicable to Provider, including but not limited to:

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**Canada's Personal Information Protection and Electronic Documents Act ("PIPEDA"), S.C. 2000, with related regulations, as amended and/or replaced from time to time.**

Client agrees not to provide any data to Provider subject to the PIPEDA without first entering into an appropriate Order with Provider that specifically references PIPEDA.

**Canada's Anti-Spam Legislation ("CASL"), S.C. 2010, c.23, with related regulations, as amended from time to time.**

**General Data Protection Regulation ("GDPR") & United Kingdom Data Processing**
Client agrees not to provide any data to Provider from any data subject of the European Union or the United Kingdom that is regulated under the General Data Protection Regulation ("GDPR") or similar data protection regulation without first entering into an appropriate Order with Provider that specifically references GDPR.

**Data Processing Agreement**
For Clients who require the processing of PIPEDA, AHA, GDPR, or United Kingdom data processing or similar data privacy and/or data protection regulation, Client must enter into an applicable Order with Provider that specifically references the regulation.

## GENERAL

**Observed Statutory Holidays**
Provider reserves the right to identify observed statutory holidays and adjust its holiday schedules from time to time. When a holiday falls on a weekend, Provider may close on the closest business day in observance of that holiday. After-hours emergency support is still available during these times, and Client will be charged for Services at Provider's then-prevailing Holiday support rates.

**Notices**
Except as otherwise provided under this Agreement, all notices, demands or requests to be given by any party to the other party shall be in writing and shall be deemed to have been duly given on the date delivered in person, or sent via fax, courier service, electronic mail, or on the date of the third business day after deposit, postage prepaid, in the Canada Post, and addressed as set forth on the applicable Order.

The address to which such notices, demands, requests, elections or other communications are to be given by either party may be changed by written notice given by such party to the other party pursuant to this Section.

**Force Majeure**
Provider will not be liable for any failure of performance of the Services due to causes beyond its reasonable control, including, but not limited to, fire, flood, electric power interruptions, national or regional emergencies, epidemics, pandemics, public health emergencies, stay-at-home orders, furloughs, quarantines, or other restriction or prohibition, civil disorder, acts of terrorism, riots, strikes, Acts of God, or any law, regulation, directive, or order of the Canadian government, or any other governmental agency, including provincial and local governments having jurisdiction over Provider or the Services provided hereunder (the "Affected Performance").

Any party whose performance is so affected shall give written notice to the other party describing the Affected Performance. The parties promptly shall confer, in good faith, to agree

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upon equitable, reasonable action to minimize the impact on both parties of such condition. If the delay caused by the force majeure event lasts for a period of more than thirty (30) days, the parties shall attempt to negotiate an equitable modification to the Agreement pertaining to the Affected Performance. If the parties are unable to agree upon an equitable modification, then either party may serve thirty (30) days' written notice of termination on the other party with respect only to the portion of the Agreement relating to the Affected Performance. Client shall pay Provider for that portion of the Affected Performance that was completed or that was in the process of being completed through the effective termination date of the Affected Performance.

**Waiver**
No delay in exercising, no course of dealing with respect to, and no partial exercise of, any right or remedy hereunder will constitute a waiver of any right or remedy, or future exercise thereof.

**Assignment**
Neither party may assign this Agreement, in whole or in part, or any of its rights or obligations hereunder without the prior written consent of the other party. However, Provider may assign or otherwise transfer its rights, interests and obligations under this Agreement without Client's consent in the event of a change in control of fifty percent (50%) or more of the equity of Provider, the sale of substantially all the assets of Provider, or the restructuring or reorganization of Provider or its affiliate entities. If Client transfers its rights, interests and obligations under this Agreement without Provider's consent then such assignment will not be valid, and Client shall remain responsible for all fees under this Agreement and any Order and/or Service Attachment regardless of whether Client continues to derive any benefit from the Services.

In addition, unless otherwise agreed, Provider may contract with third parties to deliver some or all of the Services, and no such third-party contract is to be interpreted as an assignment of this Agreement. This Agreement is binding upon the parties, their successors and permitted assigns.

**Marketing**
Client hereby grants Provider the right and license to use and reproduce Client's name, industry, logos, trademarks, and URLs in any of Provider's marketing literature, advertisements, press releases, website, and/or correspondence to potential new clients, so as to identify Client as a customer of Provider for marketing purposes and for Provider's benefit. Such information is not considered Confidential Information subject to non-disclosure.

**Notifications and Alerts**
Client hereby grants Provider the right to utilize Client information to send alerts, notifications, news, and general correspondence to Client as they are necessary to provide the Services.

**Survival**
The parties' respective duties and obligations with respect to proprietary rights, intellectual property rights, and non-disclosure and confidentiality will survive and remain in effect, in accordance with the provisions of this Agreement notwithstanding its termination or expiration. Further, any other provisions that by their nature are intended to survive termination or expiration of this Agreement including, without limitation, payment obligations, indemnification, and limitation of liability, shall survive the termination or expiration of this Agreement.

**Amendment**
Provider may, from time to time, in its sole discretion, and for any reason, amend the Order, this MSA and any Service Attachments or other Schedule of Services identified on the Order.

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**Governing Law**
This MSA is to be governed by and construed in accordance with the laws of the jurisdiction in which Provider's headquarters are located.

**Litigation Holds, Testimony, and E-Discovery**

If Client sends a clear, unambiguous litigation hold or a request for assistance with litigation matters or e-discovery, Provider will make reasonable efforts to comply with the request. There may be additional fees for assistance with litigation holds, testimony, and e-discovery requests, as none are included in the scope of Services. Provider takes no responsibility for ambiguous requests, or for compliance with litigation holds, litigation assistance, discovery requests, or court orders, which remain the sole responsibility of Client.

**Severability**
If any Term or provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining Terms and provisions will remain unimpaired, and the invalid terms or provisions are to be replaced by such valid Terms and provisions that most nearly fulfill the parties' intention underlying the invalid Term or provision.

**Third-Party Beneficiaries**
This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein is to be construed to give any person or entity, other than the parties hereto and their respective successors and permitted assigns, any legal or equitable rights hereunder.

**No Disparagement**
Neither Party, nor any of its respective partners, principals, shareholders, members, officers, directors, employees, affiliates, subsidiaries, agents, or representatives, shall initiate or participate in any action or conduct tending to injure, bring into disrepute, ridicule, damage, or destroy the goodwill of Provider or Client, or the others affiliates. The foregoing shall not be construed to prevent or prohibit Provider or Client, or any of its respective partners, principals, shareholders, members, officers, directors, employees, affiliates, subsidiaries, agents, or representatives, from: (i) exercising its rights under this Agreement; (ii) complying with a legal obligation or a professional responsibility; or, (iii) reporting, providing, or disclosing information to federal, provincial, municipal, or local government agencies, authorities, or officials in the ordinary course of business or as required by law. Further, in the event Provider or Client or any of its respective partners, principals, shareholders, members, officers, directors, employees, affiliates, subsidiaries, agents, or representatives breach this Section, the non-breaching party and its respective partners, principals, shareholders, members, officers, directors, employees, affiliates, subsidiaries, agents, and representatives shall no longer be bound by the obligations set forth under this section.

**Entire Agreement**
This MSA, Orders, Service Attachments, and any other attachments thereto set forth Provider's entire understanding with respect to the subject matter hereof and are binding upon both parties, their successors, and their permitted assigns, in accordance with the terms of the Agreement. There are no understandings, representations or agreements other than those set forth herein. Each party, along with its respective legal counsel, has had the opportunity to review this agreement. Accordingly, in the event of any ambiguity, such ambiguity will not be construed in favor of, or against either party.

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